FORM PTO-1594 1-31-92

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08-09-2001

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office



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| TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS: | | | | | | |
|--|--|--|--|--|--|--|
| Please record the attached original documents or copy thereof. ATTORNEY DOCKET NO.: 19104.3011 | | | | | | |
| 1. Name of conveying party(ies): | 2. Name and address of receiving party(ies): | | | | | |
| SIRSI Corporation | Name: SIRSI Corporation | | | | | |
| [] Individual(s) [] Association [] General Partnership [] Limited Partnership [X] Corporation State: Alabama [] Other | Internal Address: Street Address: 101 Washington Street SE City: Huntsville State: Alabama | | | | | |
| Additional names of conveying party(ies) attached? | Zip: 35801 | | | | | |
| [] YES [] NO | [] Individual(s) [] Association [] General Partnership [] Limited Partnership [X] Corporation State: Delaware [] Other If Assignee is not domiciled in the United States, a domestic representative designation is attached: [] YES [] NO Additional name(s) and address(es) attached? [] YES [] NO | | | | | |
| 3. Nature of conveyance: | | | | | | |
| X Assignment Merger | Other | | | | | |
| Security Agreement Change of I | Jame | | | | | |
| Execution Date: September 19, 1999 Effective Date: September 14, 1999 | | | | | | |
| 4. Application number(s) or registration number(s): | | | | | | |
| A. Trademark Application No.(s): B. Trademark Registration No.(s): 2,420,958 - 2,420,960 - 2,420,959 - 2,4 | | | | | | |
| Additional numbers attached? [] YES [X] NO | | | | | | |
| 4 | | | | | | |

08/08/2001 GTON11 00000210 2420958 01 FC:481 40.00 DP 75.00 DP

W104502.FRM

| 5. Name and address of party to whom correspondence concerning document should be mailed: William H. Needle NEEDLE & ROSENBERG, P.C. Suite 1200, The Candler Building 127 Peachtree Street, N.E. Atlanta, Georgia 30303-1811 (404) 688-0770 | 6. Total number of applications and registrations involved: 4 | | | | | |
|---|---|--|--|--|--|--|
| 7. Total fee (37 CFR 3.41): \$11 | 5.00 (\$40.00 1ST MARK PER DOCUMENT/\$25.00 EXTRA MARKS) | | | | | |
| [X] Enclosed | | | | | | |
| [] Authorized to be charged to Deposit Account. | | | | | | |
| ************************************** | | | | | | |
| 8. Deposit account number: 14-0629 | form if paying by deposit account) | | | | | |
| 9. To the best of my knowledge and belief, the for attached copy is a true copy of the original documen | regoing information is true and correct and any | | | | | |
| William H. Neidle | 8-1-01 | | | | | |
| William H. Needle | Date | | | | | |
| Total Number of Pages Including Cover Sheet, Attachments, and Document: 7 | | | | | | |
| I hereby certify that this correspondence is being declass mail in an envelope addressed to: BOX ASSIGNMI Office, Washington, D.C. 20231, on this / day of Everardo McFarlane | eposited with the United States Postal Service as first ENT, Director of the United States Patent and Trademark 2001. | | | | | |

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this 14th day of September, 1999 ("Effective Date"), by and between SIRSI Corporation, an Alabama corporation, with its principal office at 101 Washington Street SE, Huntsville, AL 35801 ("Assignor"), and SIRSI Corporation, a Delaware corporation, with its principal office at 101 Washington Street SE, Huntsville, AL 35801 ("Assignee").

WHEREAS, Assignor, Assignee, and certain shareholders of Assignor have entered into an Agreement Of Purchase And Sale Of Assets Of SIRSI Corporation dated as of September 10, 1999 relating to the purchase by Assignee of substantially all of the assets of Assignor;

WHEREAS. Assignor is and hereby represents and warrants that it is the sole and exclusive owner of the entire right, title and interest in, to and under those United States and foreign trademarks, trademark registrations and trademark applications identified and set forth on Schedule A (the "Trademarks") respectively; and

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Trademarks;

NOW. THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. Assignor does hereby sell, assign, transfer and set over to Assignee, the entire right, title and interest in and to the Trademarks, for the United States and all foreign countries, together with the good will of the business in connection with which the said Trademarks are used, for its

own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as owner of the Trademarks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor hereby represents and warrants that its right, title and interest in and to the Trademarks set forth on Schedule A are free and clear of any liens and encumbrances, that it has full right to assign all of its interests therein, and that it has not executed and will not execute any agreement or other instrument in conflict herewith.

Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, caths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required): (1) in the preparation and prosecution of any of the trademark applications assigned herein; (2) in the prosecution or defense of any opposition, interference, cancellation, infringement or other proceeding that may arise in connection with any of the Trademarks assigned herein, including, but not limited to, testifying as to any facts relating to the trademark rights assigned herein and this Assignment; (3) in obtaining any additional trademark protection that Assignee may deem appropriate which may be secured under the laws now or

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hereafter in effect in the United States or any other country; and (4) in the implementation or perfection of this Assignment in the United States or any other country.

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IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by their undersigned duly authorized officers.

SIRSI CORPORATION. an Alabama corporation

SIRSI CORPORATION. a Delaware corporation

STATE OF NOW YORK COUNTY OF NUM YOR)

On this 14 day of September 1999, there appeared before me Jacqueline B. Joung, personally known to me, who acknowledged that he she signed the foregoing Assignment as the voluntary act and deed on behalf and with full authority of SIRSI Corporation, an Alabama corporation.

Notary Public

STACY E. NATHANSON Notary Public, State of New York No. 01NA6024355 Qualified In New York County Commission Expires May 10, 2001

STATE OF New York) COUNTY OF NEW YORK

On this 14 day of September 1998, there appeared before me Jacqueline B. Usung, personally known to me, who acknowledged that he he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of SIRSI Corporation, a Delaware corporation.

STACY E. NATHANSON Notary Public, State of New York No. 05 (ACC) 74358 Qualifies rk County

Commission

... by 10, 2001

SCHEDULE A

| MARK | COUNTRY | REG. NO. | REG. DATE | SERIAL NO. | FILING DATE |
|--|---|-----------|-----------|---------------|----------------|
| The same of the sa | ŲS | 2,117,373 | 12/2/97 | 75/071,619 | 3/12/96 |
| WEBCAT | US | 2,162,993 | 6/9/98 | 74/421,670 | 8/9/83 |
| VIZION | บร | 2,294,642 | 11/23/99 | 75/299,240 | 5/28/97 |
| WORN LOCALE UNICORNECOLE | us | 2,420,958 | 1/16/01 | 75/781454 | 8/23/99 |
| UNICORNOASIS | UŞ | 2,420,960 | 1/16/01 | 75/781457 | 8/23/99 |
| HYPERION HYPERION | ŲS | | | | |
| UNICORNSTILAS | US | 2,420,959 | 1/16/01 | 75/781455 | 8/23/99 |
| UNICORN | US | 2,418,930 | 1/9/01 | 75/781569 | 8/23/99 |
| WEBCAT | ARGENTINA | | | 2,145,151 | 4/15/98 |
| UNICORN | ARGENTINA | | | 2,145,152 | 4/16/98 |
| UNICORN | Community Trademark for Austria, Belgium, Denmark, Finland, France, Germany, Great Britain, Greece, Ireland, Italy, Luxembourg, the Netherlands, Portugal, Spain and Sweden | | | 010490128 | 3/13/97 |
| WEBCAT | CHILE | 529,125 | 12/3/98 | 410,145 | 3/31/98 |
| UNICORN | CHILE | 529,124 | 12/3/98 | 410,146 | 3/31/98 |
| WEBCAT | COLOMBIA | 214,491 | 11/30/98 | 98022549 | 4/24/98 |
| UNICORN | COLOMBIA | 215,051 | 12/29/98 | 98022650 | 4/24/98 |
| WEBCAT | MEXICO | 574,658 | 2/27/98 | 324,067 | 2/27/98 |
| UNICORN | MEXICO | | | 324,068 | 2/27/98 |
| WEBCAT | VENEZUELA | | | 97-012833 | 5/25/97 |
| UNICORN | VENEZUELA | | | 97-012834 | 6/25/97 |

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RECORDED: 08/03/2001